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SECOND AMENDMENT TO OIL AND GAS LEASE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

This SECOND AMENDMENT TO OIL AND GAS LEASE is executed by Rosalie T. Bell, a widow, to be effective as of June 24, 2004.

WITNESSETH:

Whereas, Rosalie T. Bell, as Lessor, executed and delivered unto Western Production Company, as Lessee, that certain Oil, Gas and Mineral Lease (the "Lease"), dated June 24, 2004, and recorded in Instrument No. D204234699 of the Official Records of Tarrant County, Texas; and

Whereas, Rosalie T. Bell, a widow, as Lessor, executed and delivered unto Western Production Company, as Lessee, that certain Amendment To Oil and Gas Lease (the "Amendment"), dated March 20, 2007, and recorded in Instrument No. D207099112 of the Official Records of Tarrant County, Texas.

It is the desire of Lessor and Lessee to extend the primary term provided for in the Lease and the Amendment. For adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term of four and one-half (4 ½) years provided in the Lease and Amendment shall be five and one-half (5 ½) years from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional one (1) year. Lessor leases and lets to Lessee, its successors and assigns, the Lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Second Amendment.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Second Amendment.

This Second Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Second Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Second Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

This Second Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Effective Date stated above.

LESSOR:

Rosalie T. Bell
Rosalie T. Bell

LESSEE:

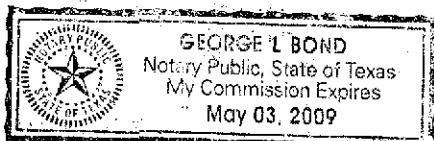
WESTERN PRODUCTION COMPANY

By: 
George Bond, Landman

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 10th day of
December 2008, by Rosalie T. Bell.

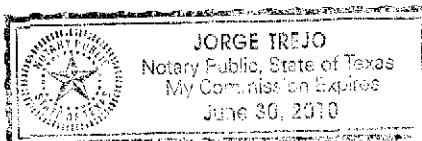


Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 11th day of
December 2008, by George Bond as Landman on behalf of Western Production
Company.



Notary Public, State of Texas

RETURN TO:
Western Production Company
601 Cherry Street, Suite 3850, Unit 38
Fort Worth, TX 76102



WESTERN PRODUCTION CO
801 CHERRY ST # 3850 UNIT 39

FT WORTH TX 76102

Submitter: WESTERN PRODUCTION COMPANY

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/12/2008 03:01 PM

Instrument #: D208454494

OPR 3 PGS \$20.00

By:



D208454494

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